

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
22-CR-226 (NEB/TNL)

UNITED STATES OF AMERICA,

SUPERSEDING INDICTMENT

Plaintiff,
v.
18 U.S.C. § 666
18 U.S.C. § 1343
18 U.S.C. § 1956
18 U.S.C. § 1957

1. HAJI OSMAN SALAD,
2. FAHAD NUR,
4. SHARMARKE ISSA,
5. FARHIYA MOHAMUD,
6. KAWSAR JAMA,
7. ABDIKADIR KADIYE,
8. ABDULKADIR AWALE, and
9. KHADRA ABDI,

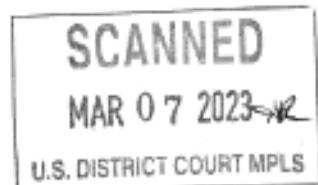
Defendants.

THE UNITED STATES GRAND JURY CHARGES THAT:

At times relevant to the superseding indictment:

INTRODUCTION

1. The defendants devised and carried out at least a \$50 million scheme to defraud a federal child nutrition program that provided free meals to children. The defendants obtained, misappropriated, and laundered millions of dollars in program funds that were intended as reimbursements for the cost of serving meals to children. The defendants exploited changes in the program intended to ensure underserved children received adequate nutrition during the Covid-19 pandemic. Rather than feed children, the defendants exploited the Covid-19 pandemic—and the resulting program changes—to enrich themselves by fraudulently misappropriating millions of dollars in federal child nutrition program funds.



A. Background on the Federal Child Nutrition Program

2. The Food and Nutrition Service is an agency of the United States Department of Agriculture (USDA) that administers federal child nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the "Federal Child Nutrition Program").

3. The Summer Food Service Program is a federal program established to ensure that children continue to receive nutritious meals when school is not in session. The Summer Food Service Program reimburses non-profit organizations and other participating entities that serve free healthy meals and snacks to children and teens in low-income areas.

4. The Child and Adult Care Food Program is a federal program that reimburses non-profit organizations and other participating entities that serve healthy meals and snacks to children and adults at participating childcare centers, daycare homes, and after-school programs.

5. The Federal Child Nutrition Program operates throughout the United States. The USDA's Food and Nutrition Service administers the programs at the national and regional levels by distributing federal funds to state governments, which provide oversight over the Federal Child Nutrition Program.

6. The Minnesota Department of Education (MDE) administers the Federal Child Nutrition Program in Minnesota.

7. Meals funded by the Federal Child Nutrition Program in Minnesota are served at "sites." Each site participating in the Federal Child Nutrition Program must be sponsored by an organization that is authorized to participate in the Federal

Child Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

8. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA provides federal reimbursement funds to MDE on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursement funds to the sites under its sponsorship. The sponsoring agency retains ten to fifteen percent of the funds as an administrative fee in exchange for sponsoring the sites, submitting reimbursement claims, and disbursing the federal funds.

9. Historically, the Federal Child Nutrition Program has provided meals to children involved in education-based programs or activities. During the Covid-19 pandemic, the USDA waived several of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, the USDA allowed for-profit restaurants to participate in the program. It also allowed for food distribution to children outside of educational programs. At the same time, the state government's stay-at-home order and telework policies made it more difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

B. Feeding Our Future

10. Feeding Our Future was a Minnesota non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and executive director of

Feeding Our Future. Feeding Our Future was an approved sponsor of the Federal Child Nutrition Program.

11. Prior to the onset of the Covid-19 pandemic, Feeding Our Future was a small non-profit that sponsored the participation of Minnesota daycares and after-school programs in the Federal Child Nutrition Program.

12. Beginning in approximately April 2020, Feeding Our Future dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. Feeding Our Future went from receiving and disbursing approximately \$3.4 million in federal funds to sites under its sponsorship in 2019 to nearly \$200 million in 2021.

13. Aimee Bock oversaw a scheme to defraud, carried out by sites under the sponsorship of Feeding Our Future. Aimee Bock and Feeding Our Future sponsored entities that submitted fraudulent reimbursement claims and fake documentation. In 2020 and 2021, Aimee Bock and her company sponsored the opening of nearly 200 Federal Child Nutrition Program sites, knowing that the sites were submitting fraudulent claims.

14. In exchange for sponsoring the sites' fraudulent participation in the program, Feeding Our Future received nearly \$18 million in Federal Child Nutrition Program funds as administrative fees in 2021. Because the amount of administrative fees it received was based on the amount of federal funds received by sites under its sponsorship, Feeding Our Future received tens of millions of dollars in administrative fees to which it was not entitled, due to its sponsorship and facilitation of fraudulent sites participating in the program.

15. In addition to receiving tens of millions of dollars in administrative fees, Feeding Our Future employees solicited and received bribes and kickbacks from individuals and sites under the sponsorship of Feeding Our Future. In effect, Feeding Our Future operated a “pay-to-play” scheme in which individuals seeking to operate fraudulent sites under the sponsorship of Feeding Our Future had to kick back a portion of their fraudulent proceeds to Feeding Our Future employees. Many of these kickbacks were paid in cash or disguised as “consulting fees” paid to shell companies created by Feeding Our Future employees to conceal the true nature of the payments and to make them appear legitimate.

16. Abdikerm Eidleh was a Feeding Our Future employee who solicited and received bribes and kickbacks from individuals and companies involved in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. Eidleh created and used several entities to receive and conceal bribe and kickback payments, including Bridge Logistics LLC, Bridge Consulting and Logistics, Hope Suppliers LLC, and Eidleh Inc.

C. Sponsor A

17. Sponsor A was a Minnesota non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Like Feeding Our Future, prior to the onset of the Covid-19 pandemic, Sponsor A was a small non-profit that sponsored the participation of daycares and after-school programs in the Federal Child Nutrition Program.

18. Beginning in approximately April 2020, Sponsor A dramatically increased the number of sites under its sponsorship as well as the amount of

Federal Child Nutrition Program funds received by those sites. The company went from receiving and disbursing approximately \$5.6 million in federal funds to sites under its sponsorship in 2019 to more than \$179 million in 2021. In 2021, sites under the sponsorship of Sponsor A claimed to have served more than 80 million meals to children in Minnesota. Most of the sites operating under the sponsorship of Sponsor A fraudulently inflated their claims in order to appear that they were providing more food to children than was true. Together, the defendants claimed to be serving meals to tens of thousands of children each day throughout the State of Minnesota, for which they fraudulently claimed and received millions of dollars in Federal Child Nutrition Program funds.

19. Anab Artan Awad was the president of Multiple Community Services, MCS ("Multiple Community Services") through which Awad controlled Federal Child Nutrition Program sites in Osseo, Minneapolis, and Faribault, Minnesota, under the sponsorship of Sponsor A. In total, Awad fraudulently claimed approximately \$11 million in Federal Child Nutrition Program funds.

D. The Defendants and Their Roles

HAJI OSMAN SALAD

20. Defendant HAJI OSMAN SALAD was the principal of Haji's Kitchen LLC ("Haji's Kitchen"), which he registered with the State of Minnesota in or about September 2020. SALAD purported to operate Haji's Kitchen from a small warehouse he rented in Brooklyn Park, Minnesota. Through Haji's Kitchen, SALAD participated in the Federal Child Nutrition Program as a vendor under the sponsorship of Sponsor A. As a vendor, SALAD's Haji's Kitchen was supposed to

provide food or meals to sites participating in the Federal Child Nutrition Program, and then SALAD's business would be reimbursed for the cost of the food and meals it actually provided to the public. For instance, SALAD was ostensibly one of Awad's food vendors. However, SALAD spent relatively little funds on food and meals. Ultimately, he fraudulently received approximately over \$16 million in Federal Child Nutrition Program funds to reimburse substantial food and meal expenses that SALAD did not actually incur.

21. In or about August 2021, SALAD also created US Halal Foods LLC, in part, to give the false impression that US Halal Foods LLC was involved in the food business when, in reality, it was a shell company to further the scheme to defraud and to launder money.

FAHAD NUR

22. Defendant FAHAD NUR was the principal of The Produce LLC ("The Produce"), which NUR registered with the State of Minnesota in or about July 2021. Through The Produce, NUR participated in the Federal Child Nutrition Program as a vendor under the sponsorship of Feeding Our Future and Sponsor A. NUR ultimately fraudulently received more than \$1.3 million in funds for the Federal Child Nutrition Program. NUR's entity, The Produce, also operated as a purported food supplier and received more than \$9.9 million fraudulently from sites or entities involved in the Federal Child Nutrition Program, including those controlled by SALAD as well as defendants SHARMARKE ISSA and ABDIKADIR KADIYE, among others. NUR operated The Produce until on or about January 30, 2022, at which time NUR fled from the United States approximately one week after federal

agents executed multiple search warrants in Minnesota concerning the Federal Child Nutrition Program.

SHARMARKE ISSA

23. Defendant SHARMARKE ISSA created a company called Minnesota's Somali Community with the State of Minnesota in or about May 2020. Through Minnesota's Somali Community, ISSA operated sites under the sponsorship of Sponsor A as part of the Federal Child Nutrition Program. ISSA was also the manager of Wacan Restaurant LLC, through which he operated a site under the sponsorship of Feeding our Future. Among ISSA's purported food vendors and suppliers were SALAD and NUR. ISSA fraudulently caused MDE to pay out more than \$7.4 million in Federal Child Nutrition Program funds from approximately November 2020 to December 2021, of which approximately \$1.1 million ISSA received directly from Sponsor A and of which \$3.9 million was paid by Sponsor A to SALAD for ISSA's sites.

24. ISSA also operated other entities, or otherwise participated in their control, such as ANS Projects LLC and Bubah Baraka Properties LLC, which were shell companies through which ISSA and others laundered proceeds of the fraud scheme to purchase assets, primarily real estate, which had nothing to do with feeding children.

FARHIYA MOHAMUD

25. Defendant FARHIYA MOHAMUD was the principal and CEO of Dua Supplies & Distribution Inc. ("Dua Supplies"), which she created in or about February 2020. Although MOHAMUD's Dua Supplies purported to be a supplier of food, in

reality, MOHAMUD's Dua Supplies was a shell company that laundered millions of dollars of fraudulently obtained Federal Child Nutrition Program funds, including from SALAD and NUR. MOHAMUD laundered proceeds of the fraud scheme to purchase assets, primarily real estate, together with her son, ISSA.

KAWSAR JAMA

26. Defendant KAWSAR JAMA was the principal of both Gedo Community Services, which she created in or about October 2020, as well as Ahlan Childcare Center, Inc. ("Ahlan Childcare"). Under the sponsorship of Sponsor A, JAMA fraudulently received Federal Child Nutrition Program funds through Gedo Community Services for three distribution sites and through Ahlan Childcare Center for one site. SALAD was one of JAMA's purported food vendors. The total claims amount submitted for reimbursement for JAMA's sites under Sponsor A was more than \$3.7 million. In addition, JAMA submitted false claims on behalf of another site under Feeding Our Future's sponsorship from which JAMA received hundreds of thousands of dollars more in fraudulent proceeds.

ABDIKADIR KADIYE

27. Defendant ABDIKADIR KADIYE was the president of Hobyo Health Care Foundation, which he created in or about June 2020. KADIYE fraudulently received Federal Child Nutrition Program funds through Hobyo Health Care Foundation for at least three food sites under the sponsorship of Sponsor A. The total fraudulent claims amount submitted for reimbursement for KADIYE's sites was more than \$1.1 million. NUR and defendant ABDULKADIR AWALE were among KADIYE's purported vendors or food suppliers. KADIYE received at least \$1.7

million of fraudulently obtained Federal Child Nutrition Program funds collectively from SALAD, NUR, and AWALE.

ABDULKADIR AWALE

28. Defendant ABDULKADIR AWALE was the principal of Karmel Coffee, LLC ("Karmel Coffee") and Sambusa King, Inc. ("Sambusa King"). In addition, AWALE was the chief executive officer of Nawal Restaurant, Inc. ("Nawal Restaurant"). Through Karmel Coffee, Sambusa King, and Nawal Restaurant, AWALE participated in the Federal Child Nutrition Program as a vendor under the sponsorship of Feeding Our Future and Sponsor A. As a vendor, AWALE's businesses were supposed to provide food or meals to multiple sites participating in the Federal Child Nutrition Program, and then AWALE's businesses would be reimbursed for the cost of the food and meals it actually provided to the public. Among the sites for which AWALE was a purported vendor were those operated by Awad, KADIYE, and defendant KHADRA ABDI. However, AWALE spent relatively minimal amounts on food and meals. Ultimately, the sites for which AWALE was supposed to provide food fraudulently received approximately \$11.8 million in Federal Child Nutrition Program funds to reimburse substantial food and meal expenses that AWALE did not actually incur.

KHADRA ABDI

29. Defendant KHADRA ABDI was the principal of Shafii Tutoring & Homework Help Center ("Shafii Tutoring"). Under the Sponsorship of Feeding Our Future, ABDI fraudulently received Federal Child Nutrition Program funds through Shafii Tutoring for one food distribution site for which AWALE was the purported

vendor. The total fraudulent claims submitted for reimbursement for ABDI's site was more than \$3.4 million. ABDI and AWALE each paid thousands of dollars in kickbacks to a Feeding Our Future employee, Abdikerm Eidleh, in exchange for Feeding Our Future's sponsorship of their companies' fraudulent participation in the Federal Child Nutrition Program.

Scheme to Defraud the Federal Child Nutrition Program

30. Beginning in or about April 2020, and continuing until in or about 2022, in the District of Minnesota, and elsewhere, the defendants,

**HAJI OSMAN SALAD,
FAHAD NUR,
SHARMARKE ISSA,
KAW SAR JAMA,
ABDIKADIR KADIYE,
ABDULKADIR AWALE, and
KHADRA ABDI,**

together with other scheme participants, such as Awad, did knowingly and intentionally devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts, and for the purpose of executing this scheme caused wire transmissions to be sent in interstate commerce.

31. A main purpose of the scheme and artifice to defraud was to fraudulently obtain millions of dollars in Federal Child Nutrition Program funds by causing the submission of fraudulent information, including falsified invoices and meal count records with substantially inflated figures. As food site operators or as food suppliers and vendors in the Federal Child Nutrition Program, SALAD, NUR, ISSA, JAMA, KADIYE, AWALE, and ABDI were respectively responsible for either acquiring or

serving actual food to children. However, in furtherance of their scheme, SALAD, NUR, ISSA, JAMA, KADIYE, AWALE, and ABDI and their co-schemers, caused the submission of false and fraudulent information, such as meal counts, rosters, and invoices, and they each consequently received Federal Child Nutrition Program funds that substantially exceeded the small amounts of food that the defendants either purchased or served to children.

32. To carry out the scheme, food distribution sites obtained fraudulent invoices for inflated quantities of food purchased (from wholesalers or distributors) or meals served (from vendors) to make it appear as though they were serving meals to tens of thousands of children each day. Together, the defendants claimed to be serving meals to tens of thousands of children each day around the State of Minnesota, for which they fraudulently claimed and received millions of dollars in Federal Child Nutrition Program funds.

33. An additional purpose of the scheme was to misappropriate millions of dollars in fraudulent proceeds in order to enrich and benefit the defendants, including spending money intended to feed children on such items as real estate, luxury vehicles, and travel.

SALAD's Role in the Scheme to Defraud

34. In furtherance of the scheme to defraud, SALAD falsely claimed that his business, Haji's Kitchen, was a food vendor for more than 15.7 million meals to various Federal Child Nutrition Program sites in Minnesota in between in or about June 2020 and March 2022. Among the largest recipients of purported food from SALAD were food distribution sites operated by ISSA, JAMA, and Awad.

35. SALAD purported to provide food to Federal Child Nutrition Program sites using records containing false or otherwise inflated figures. For example, on or about November 5, 2021, SALAD submitted an invoice to the owner of a Federal Child Nutrition Program site located in Pelican Rapids, Minnesota, a small town in west-central Minnesota with a population of approximately 2,500 people. In his invoice, SALAD falsely claimed to have supplied \$293,300 worth of food for 140,000 meals and snacks purportedly served at the Pelican Rapids site between October 14, 2021, and October 30, 2021. Similarly, on or about November 30, 2021, SALAD submitted an invoice directly to Sponsor A containing an invoice for \$105,588 for 50,400 meals and snacks purportedly served at a Pelican Rapids site between September 14, 2021, and September 30, 2021. In reality, SALAD provided only a minimal portion of the food and meals for which he claimed reimbursements.

36. In furtherance of the scheme to defraud, in or about August 2021, SALAD created US Halal Foods LLC. SALAD so named US Halal Foods LLC, in part, to give the false impression that it was involved in the food business when, in reality, it was a shell company to further the scheme to defraud. Subsequently, SALAD sent checks totaling approximately \$349,000 from Haji's Kitchen LLC bank accounts to a US Halal Foods LLC account that he also controlled. Specifically, on or about September 13, 2021, SALAD deposited a \$45,000 check from Haji's Kitchen LLC to US Halal Foods LLC that falsely stated "June – Invoice" on the check's memo line to disguise the illicit nature of the payment. In reality, SALAD's US Halal Foods LLC did not purchase any food during this period, and the company and its bank account had not been established by SALAD until August 2021. Similarly, on or

about October 5, 2021, SALAD deposited an \$80,000 check into his US Halal Foods LLC account from “All Somalis Community of Worldwide.” Although the check was dated May 17, 2021, and the memo line indicated that the check was purportedly for “March Invoices,” in fact, SALAD’s US Halal Foods LLC was not in existence and purchased no food at that time.

37. As part of the fraud, SALAD and other co-schemers used bank accounts that were pass-throughs to receive and further disburse fraudulent proceeds. For instance, between approximately December 2020 and December 2021, SALAD distributed approximately \$3.7 million in proceeds of the fraud to MOHAMUD’s Dua Supplies. Similarly, NUR distributed approximately \$221,122 in fraudulent proceeds to MOHAMUD’s Dua Supplies. Although payments from SALAD and NUR to MOHAMUD purported to be for “food supply” or “food services,” in reality, MOHAMUD’s Dua Supplies spent little on food for children and instead spent much of the approximately \$4 million in fraudulent proceeds from SALAD and NUR on personal expenditures, such as real estate.

38. Ultimately, SALAD fraudulently received approximately \$16 million in Federal Child Nutrition Program funds from approximately December 2020 through approximately January 2022, which was comprised of more than \$11.3 million in Federal Child Nutrition Program funds directly from Sponsor A and more than \$4 million directly from sites participating in the Federal Child Nutrition Program.

39. In furtherance of the scheme, SALAD misappropriated a substantial portion of these funds for his own personal benefit. For instance, between approximately March 2021 and October 2021, SALAD misappropriated

approximately \$2.1 million in fraudulent proceeds to purchase multiple properties, including:

a. On or about March 19, 2021, SALAD obtained a cashier's check for approximately \$259,008 from Haji's Kitchen LLC to North Title Inc. for the purchase of a residential property located at 10671 Jefferson Street NE, in Blaine, Minnesota;

b. On April 5, 2021, SALAD obtained a cashier's check for \$282,152 from Haji's Kitchen LLC to North Title Inc. for the purchase of a residential property located at 10040 Kumquat Street NW in Coon Rapids, Minnesota.

c. On or about April 14, 2021, SALAD obtained a cashier's check for approximately \$459,104 from Haji's Kitchen LLC to North Title Inc. for the purchase of a commercial property located at 137 East Franklin Avenue in Minneapolis, Minnesota;

d. On or about May 17, 2021, SALAD sent a wire transfer for approximately \$437,069 from Haji's Kitchen LLC to North Title Inc. toward the purchase of a \$2.5 million parcel of land in Lakeville, Minnesota;

e. On or about June 3, 2021, SALAD wired \$469,530 from his Haji's Kitchen LLC account to DB Title Inc. toward the purchase of a commercial property located at 2500 Minnehaha Avenue South, Suite 300, in Minneapolis, Minnesota; and

f. On or about October 28, 2021, SALAD obtained a cashier's check for approximately \$220,583 from his Haji's Kitchen LLC account to the Hennepin County Sheriff for the purchase of a residential property located at 4001 5th Ave South in Minneapolis, Minnesota.

40. In addition to real estate, SALAD misappropriated Federal Child Nutrition Program funds for vehicles and related expenditures totaling approximately \$472,000, including:

- a. On or about November 30, 2021, SALAD obtained a check in the amount of approximately \$57,000 from his Haji's Kitchen LLC account to Sears Imported Auto Inc. for the purchase of a 2022 Mercedes GLE Coupe;
- b. On or about December 6, 2021, SALAD obtained a cashier's check in the amount of approximately \$47,000 from his Haji's Kitchen LLC account to Metro American Auto Sales; and
- c. On or about September 9, 2021, SALAD obtained a check in the amount of \$30,000 from his Haji's Kitchen LLC account to Land Rover Minneapolis towards the purchase of a 2019 Range Rover.

FAHAD NUR's Role in the Scheme

41. It was further part of the scheme that NUR falsely purported to provide food to entities controlled by SALAD, ISSA, KADIYE, and Awad through his business, The Produce.

42. In furtherance of the scheme, on or about March 10, 2021, NUR filed for an assumed name of "The Produce" with the State of Minnesota. Approximately five days later, on or about March 15, 2021, NUR opened a business bank account under the name "Fahad Nur DBA Fahad Nur." On or about July 9, 2021, NUR registered The Produce with the State of Minnesota. NUR opened a bank account for The Produce on or about July 12, 2021.

43. As part of the scheme to defraud, NUR fraudulently received payments for food that he had not supplied. Despite supposedly initiating his food operations in or about March 2021, NUR did not actually make any significant food-related purchases until in or about September 2021. However, by that time, NUR had already received approximately \$3.5 million from various entities for food that NUR purportedly provided as part of the Federal Child Nutrition Program. More specifically, on or about July 5, 2021, before NUR had actually formed The Produce, NUR had caused \$310,800 in invoices to be submitted to Feeding Our Future for purportedly providing 7,500 seven-day meal packs, for a total of 52,500 meals to a single food distribution site. In reality, NUR did not purchase food of the magnitude for which NUR billed the Federal Child Nutrition Program at the time.

44. In furtherance of the scheme to defraud, NUR fraudulently invoiced and received payments from ISSA and SALAD, among other schemers, when, in fact, NUR had not supplied the food he invoiced. For example, shortly after NUR opened his initial bank account on or about March 15, 2021, NUR fraudulently began to deposit checks for thousands of dollars from SALAD, including a March 12, 2021 check to NUR that purported to be for “produce service.” Additionally, on or about July 4, 2021, NUR fraudulently invoiced \$68,148.84 for supposedly providing 3,635 gallons of milk and over 7,000 packed lunches and breakfasts to ISSA. In reality, NUR did not purchase food at these times of the magnitude for which NUR billed, or which NUR otherwise received payments, involving other participants in the scheme such as SALAD and ISSA.

45. It was further part of the scheme to defraud that NUR received fraudulent proceeds from the Federal Child Nutrition Program into accounts that he controlled. More specifically, from in or about March 2021 to in or about February 2022, NUR received over \$11 million in deposits from parties involved in the Federal Child Nutrition Program, including \$1.25 million from Feeding our Future, \$1.1 million from ISSA's Minnesota's Somali Community, \$312,000 from SALAD's Haji's Kitchen, and at least \$120,000 from KADIYE. NUR thereafter disbursed the fraudulent proceeds to benefit himself, including withdrawing approximately \$695,000 to his personal account and additionally withdrawing approximately \$78,000 in cash. NUR also spent hundreds of thousands dollars in proceeds towards personal expenditures related to real estate and vehicles.

46. To further the scheme, NUR also disbursed proceeds to other participants in the scheme. For instance, NUR disbursed over \$191,000 to KADIYE, disbursed approximately \$256,000 to SALAD, and disbursed approximately \$221,000 to MOHAMUD.

47. NUR also provided funds to benefit ISSA to further the scheme. Specifically, NUR provided approximately \$249,929 to Bubah Baraka Properties LLC, a shell entity that ISSA used to purchase real estate together with MOHAMUD. In addition, on or about November 16, 2021, NUR wired approximately \$300,000 to a title company as a contribution toward the \$785,000 purchase of a five-bedroom house for ISSA located at 3817 West 59th Street, Edina, Minnesota.

Awad's Role in the Scheme to Defraud

48. From September 2020 through January 2022, Awad knowingly participated with others in a fraudulent scheme to obtain and misappropriate millions of dollars in Federal Child Nutrition Program funds. In furtherance of the scheme, Awad controlled Federal Child Nutrition Program sites in Osseo, Minneapolis, and Faribault, Minnesota, through her business, Multiple Community Services. SALAD, NUR, and AWALE were Awad's supposed food suppliers, among others.

49. As a food site operator, Awad was responsible for serving actual food to children through the Federal Child Nutrition Program. However, in furtherance of the scheme, Awad received Federal Child Nutrition Program funds based upon fraudulent information, such as falsified invoices and meal count records with substantially inflated figures. Moreover, Awad and others received Federal Child Nutrition Program funds that substantially exceeded the amounts of food that she either purchased or served to children.

50. As further part of the scheme, one of Awad's Minneapolis sites fraudulently claimed to have served more than 1.5 million meals to children from January 2021 to April 2021, which amounts to approximately 12,600 meals to children daily. In reality, Awad's operations at that location served a fraction of the meal amounts claimed. Also, despite Awad's claims, the purported food vendor for Awad's location—AWALE—in fact, did not provide food during the time period claimed. In addition, none of the names on the attendance rosters submitted for

“Golden Meadows,” which was one of Awad’s food sites in Faribault, matched the names of actual children enrolled in the Faribault School District.

51. Due to Awad’s false and fraudulent submissions, Sponsor A remitted reimbursement payments to Awad via checks, which Awad deposited into bank accounts she controlled. For example, on or about January 18, 2022, Awad deposited a reimbursement check from Sponsor A in the amount of \$253,935.36 for a Multiple Community Services site in Faribault.

52. It was further part of the scheme to defraud that Awad received fraudulent proceeds from the Federal Child Nutrition Program into accounts that she controlled, which included, among other deposits, receiving approximately \$3.7 million directly from Sponsor A, approximately \$3 million from a purported vendor, AWALE, who, in fact, provided no food to Awad, and approximately \$199,000 from SALAD, who was ostensibly one of Awad’s other food vendors.

53. In total, Awad fraudulently claimed \$11,237,106.41 in Federal Child Nutrition Program funds, of which the Minnesota Department of Education paid out \$9,668,384.09.

ISSA’s Role in the Scheme to Defraud

54. It was additionally part of the scheme to defraud that ISSA operated sites that fraudulently received Federal Child Nutrition Program funds under the sponsorship of Sponsor A and Feeding Our Future. ISSA’s sites purportedly served 2.3 million meals to needy children using SALAD and NUR as ISSA’s supposed food suppliers. In reality, ISSA’s operations served only a small fraction of the meal amounts claimed.

55. To further the scheme, in or about May 2020, ISSA created Minnesota's Somali Community with the State of Minnesota. Between approximately March 2021 and August 2021, ISSA received approximately \$1.1 million in Federal Child Nutrition Program funds directly from Sponsor A to ISSA's business, Minnesota's Somali Community. However, little of this money was used by ISSA to purchase food.

56. In furtherance of the scheme to defraud, ISSA diverted proceeds he received from Sponsor A to other participants in the scheme. For instance, ISSA paid one of his purported vendors, NUR of The Produce, when, in fact, NUR had not supplied the actual food for which ISSA paid NUR, which included, among other payments, \$438,990 in July and August 2021.

57. It was further part of the scheme that ISSA misappropriated Federal Child Nutrition Program funds to benefit himself and others. For instance, ISSA used fraud proceeds to pay at least \$77,000 to himself and an additional \$35,000 to an apparent relative.

58. As an additional part of the scheme, another one of ISSA's sites, Wacan Restaurant, received more than \$300,000 in Federal Child Nutrition Program funds in 2020 and 2021 from Feeding Our Future. However, little of this money was used by ISSA to purchase food. For instance, in or about December 2020, Feeding Our Future wrote a \$70,000 check to ISSA's Wacan Restaurant for an "advance payment." At the time of deposit, ISSA's Wacan Restaurant account had a balance of approximately \$8.71. Thereafter, between approximately December 2020 and December 2021, ISSA's Wacan Restaurant received approximately \$313,000 in Federal Child Nutrition Program funds, yet ISSA used little of this money to

purchase food. Instead, ISSA's largest expenditures included withdrawals and transfers to entities unrelated to food distribution or purchase. For example, on or about February 25, 2021, ISSA transferred \$40,000 to Bubah Baraka Properties LLC, a shell company controlled by ISSA and MOHAMUD.

59. It was further part of the scheme that ISSA sought to disguise disbursements of fraudulent proceeds in order to conceal their illicit purpose. For example, on or about January 19, 2021, ISSA deposited fraudulent proceeds from another one of his purported vendors, SALAD, in the amount of approximately \$345,238 into ISSA's account for Minnesota's Somali Community. To hide the unlawful movement of fraud proceeds, this payment falsely purported to be a "donation" to ISSA's entity from SALAD's business, Haji's Kitchen.

60. ISSA fraudulently caused more than \$3.6 million to be paid by Sponsor A to SALAD for ISSA's sites for which SALAD purported to provide food and meals. In reality, SALAD provided little food for ISSA's locations through Minnesota's Somali Community. Rather, SALAD provided at least \$3.7 million to a shell entity, Dua Supplies, from which ISSA ultimately received fraudulent proceeds to purchase real estate.

61. Rather than provide hundreds of thousands of meals to children, it was further part of the scheme that ISSA acquired multiple pieces of property, including a \$785,000 house for himself. More specifically, in or about November 2021, ISSA purchased a single-family house at 3817 West 55th Street, in Edina, Minnesota, for \$785,000 using shell companies involved in the scheme to fraudulently obtain, launder, and misappropriate Federal Child Nutrition Program funds. The \$785,000

purchase price for ISSA's house was funded through fraudulent proceeds, including: a \$300,000 wire transfer on or about November 16, 2021, to a title company from Bubah Baraka Properties LLC; a \$184,308 wire transfer on or about November 16, 2021, from MOHAMUD's Dua Supplies; and a \$300,000 wire transfer on or about November 16, 2021, to a title company from NUR's entity, The Produce.

JAMA's Role in the Scheme to Defraud

62. In furtherance of the scheme, JAMA controlled Federal Child Nutrition Program sites in Pelican Rapids, Burnsville, and Minneapolis, primarily through her businesses, Gedo Community Services and Ahlan Childcare. In total, JAMA's sites purportedly served 1.46 million meals to needy children with SALAD as JAMA's supposed food supplier, among others.

63. It was part of the scheme to defraud that JAMA caused the submission of fraudulent meal counts, attendance rosters, and invoices in order to receive reimbursement funds fraudulently from the Federal Child Nutrition Program. For instance, one of JAMA's sites under Sponsor A fraudulently claimed to have served more than 233,000 meals to children from just September 2021 to December 2021 through JAMA's Gedo Community Services in Pelican Rapids, Minnesota, despite the town's small population of approximately 2,500 people. JAMA's claims about her operations at that location were false. More specifically, on or about November 5, 2021, JAMA submitted an invoice from a purported vendor, SALAD, to Sponsor A which purported that JAMA purchased \$293,300 worth of food for 140,000 meals and snacks—or, approximately 8,235 servings *per day*—ostensibly served at JAMA's Pelican Rapids site in October 2021. Despite JAMA's claims, the supposed food

vendor for JAMA's Pelicans Rapids location, in fact, did not provide the food during that time as claimed through JAMA's Gedo Community Services.

64. As an additional part of her fraud, JAMA falsely claimed to feed children under Sponsor A at a Pelican Rapids commercial property. In reality, JAMA never leased and never occupied the commercial property from which she professed to feed children. However, in order to give the false impression that JAMA actually had a Pelican Rapids site, JAMA forged a lease agreement and submitted it to Sponsor A without the commercial property landlord's knowledge or consent. JAMA's scheme to defraud caused MDE to pay approximately \$574,872 for JAMA's Gedo Community Services site in Pelican Rapids under Sponsor A.

65. Simultaneously, JAMA also professed to operate under the sponsorship of Feeding Our Future. More specifically, JAMA submitted fake attendance rosters under the name "Bilal" (or, at times, "Bilaal") Mosque, which was a Feeding Our Future site that was also ostensibly feeding thousands of children in Pelican Rapids. However, JAMA's site documents for "Bilal Mosque," including menus and meal count sheets, at times instead listed "Burnsville Autism Learning Center," which was an entity registered with the State of Minnesota on or about November 7, 2020. As part of the scheme, approximately one week later, on November 13, 2020, JAMA opened a bank account for Burnsville Autism Learning Center for which JAMA was an account signatory. The mailing address provided to the State of Minnesota for Burnsville Autism Learning Center—namely 2921 Cliff Road in Burnsville, Minnesota—was the same address that JAMA used for Gedo Community Services. Of the names that JAMA claimed reimbursement for having supposedly fed, only one

name actually matched the roster of approximately 7,600 children duly enrolled at the time in Burnsville-Eagan-Savage School District 191.

66. As a result, JAMA and others fraudulently caused MDE to payout at least \$800,000 more in Federal Child Nutrition Program funds under Feeding Our Future's sponsorship. More specifically, on or about May 26, 2021, JAMA submitted a 99-page meal count roster listing the names of children who purportedly received food at the Bilal Mosque site in Pelican Rapids in March and April 2021. However, not one of the names matched the names of students who actually attended school in the Pelican Rapids Public School District at that time. The children's names submitted by JAMA in some instances are fabrications whom JAMA falsely claimed to have fed at multiple sites in disparate locations in Minnesota. JAMA also enlisted at least one individual to generate lists of names for her in exchange for money, which included JAMA's request for concocted names for JAMA's use.

67. In total, of the approximately \$800,115 in reimbursements paid from MDE to Feeding Our Future's ostensible site in Pelican Rapids, approximately \$306,874 of that amount was deposited on or about October 8, 2021, by JAMA from a Bilal Mosque bank account into a Gedo Community Services bank account controlled by JAMA.

68. As an additional part of the fraud, JAMA made payments to supposed food vendors, such as SALAD, and other co-schemers, when, in reality, JAMA bought little food for children. For instance, JAMA paid SALAD approximately \$155,000 in November and December 2021.

69. Ultimately, JAMA directly received approximately \$2.7 million in fraudulent Federal Child Nutrition Program funds from approximately September 2020 through approximately February 2022. In furtherance of the scheme, JAMA misappropriated a substantial portion of these funds for her own personal benefit. This included JAMA's withdrawal of at least \$204,000 in cash, and the transfer by JAMA of approximately \$280,000 from her Gedo Community Service account to her personal account. In addition, JAMA misappropriated Federal Child Nutrition Program funds toward living expenses, real estate, and vehicles, including:

- a. Between in or about March 2021 and in or about August 2022, JAMA submitted multiple payments totaling approximately \$158,000 from accounts she controlled toward the purchase of a residential property located at 4809 Four Seasons Drive in Eagan, Minnesota;
- b. Between in or about September 2020 and in or about February 2022, JAMA submitted multiple rent payments totaling approximately \$98,000 from accounts she controlled;
- c. On or about May 3, 2021, JAMA obtained a cashier's check in the amount of approximately \$57,500 from her Gedo Community Services account to Fury Motors for the purchase of a 2016 Tesla Model X sedan; and
- d. On or about August 20, 2021, JAMA obtained a check in the amount of approximately \$20,255 from her personal account to Dakota Motor Company for the purchase of a 2012 Infiniti QX56 sports utility vehicle.

KADIYE's Role in the Scheme to Defraud

70. In furtherance of the scheme to defraud, KADIYE controlled Federal Child Nutrition Program sites in Minnetonka, Eden Prairie, and Minneapolis, Minnesota, through his business, Hobyo Health Care Foundation. KADIYE's sites purportedly served at least 445,000 meals to needy children with NUR and AWALE as KADIYE's supposed food suppliers, among others.

71. As part of the scheme, in or about January 2021, KADIYE signed Federal Child Nutrition Program contracts for vended meals for his business, Hobyo Healthcare Foundation, to operate two Federal Child Nutrition Program sites under the sponsorship of Sponsor A. One of KADIYE's sites in Minneapolis, Minnesota, had an approval effective date of February 2021 and KADIYE claimed the site would have an estimated daily enrollment of 2,800 children. The other of KADIYE's sites in Eden Prairie, Minnesota, had an approval effective date of March 2021, and KADIYE claimed that site would have an estimated daily enrollment of 2,000 children. Ultimately, KADIYE's Hobyo Health Care Foundation was approved by MDE to operate those Federal Child Nutrition Program sites and a third site in Minnetonka, Minnesota, all under the sponsorship of Sponsor A.

72. It was further part of the scheme to defraud that KADIYE received fraudulent proceeds from the Federal Child Nutrition Program into accounts that he controlled. More specifically, KADIYE opened a checking account on behalf of Hobyo Health Care Foundation at Bank of America on or about February 16, 2021. Subsequently, MDE issued reimbursement payments to Sponsor A totaling approximately \$786,897 for claims submitted on behalf of KADIYE's two Hobyo

Health Care Foundation sites for February, March, and November 2021, of which approximately \$675,023 was deposited into KADIYE's bank account. In addition to the \$675,023 from Sponsor A, KADIYE received approximately \$1.38 million from a purported vendor, AWALE, who, in fact, provided no food to KADIYE. This \$1.38 million amount includes meals purportedly served at KADIYE's site in Minnetonka, Minnesota. In a legitimate affiliation under the Federal Child Nutrition Program, AWALE, as the ostensible vendor for KADIYE, should have retained much of the funds for meals provided. However, in furtherance of their scheme, AWALE instead provided most of the funds to KADIYE.

73. As further part of the scheme to defraud, KADIYE exchanged proceeds with other scheme participants, including KADIYE's receipt of approximately \$200,900 from SALAD as well as KADIYE's payment of approximately \$120,000 in or about January 2022 to NUR's business, The Produce. A couple weeks later, NUR wrote a check from The Produce to KADIYE for approximately \$100,231.

74. KADIYE caused the submission of fraudulent meal counts and attendance rosters in order to receive reimbursement funds fraudulently from the Federal Child Nutrition Program. For instance, KADIYE's Eden Prairie site alone fraudulently claimed to have served more than 111,000 meals and snack servings in just two months in 2021. In reality, KADIYE's operations for his Eden Prairie site served a fraction of the food amounts claimed. In addition, KADIYE caused the submission of fake attendance rosters for his Hobyo Health Care Foundation site in Minneapolis. More specifically, KADIYE's Hobyo Health Care Foundation submitted to Sponsor A an attendance rosters listing the names of approximately 2,100 children

who purportedly received meals at his Minneapolis site. However, none of the names matched the names of students who actually attended school in the Minneapolis Public School District at that time.

75. In furtherance of the scheme, KADIYE misappropriated a substantial portion of these Federal Child Nutrition Program funds toward expenditures unrelated to feeding children, which included KADIYE's withdrawal of at least \$281,000 in cash. Throughout 2021, KADIYE made multiple payments totaling approximately \$35,000 toward the payment of the mortgage and taxes for his personal residence located at 13679 56th Place North in Plymouth, Minnesota. In addition, between approximately February 2021 to December 2021, KADIYE withdrew approximately \$142,943 from one of his bank accounts to pay his credit card bills, which contained primarily KADIYE's own apparent personal expenditures, including insurance, gym memberships, airline tickets, hotels, rental cars, and cell phone bills.

76. In addition, between approximately January 2021 and December 2021, KADIYE misappropriated Federal Child Nutrition Program funds in excess of \$760,000 toward the purchase of real estate, including:

a. On or about April 28, 2021, KADIYE sent a wire transfer for approximately \$108,258 to Title Choice LLC toward the purchase of a residential property located at 2930 Blaisdell Avenue #227 in Minneapolis, Minnesota;

b. On or about June 14, 2021, KADIYE obtained a cashier's check for approximately \$362,848.12 to Titlesmart Inc. for the purchase of a commercial property located at 4301 4th Avenue South in Minneapolis, Minnesota;

c. On or about November 23, 2021, KADIYE sent a wire transfer for approximately \$209,593.20 to Partners Title LLC toward the purchase of a commercial property located at 3246 Nicollet Avenue in Minneapolis, Minnesota; and

d. On or about December 20, 2021, KADIYE sent a wire transfer for approximately \$20,000 to Guaranty Commercial Title, Inc., as an earnest money deposit toward the purchase of a commercial property—more specifically, a laundromat—located at 2838 1st Avenue South, in Minneapolis, Minnesota.

77. In addition to real estate, KADIYE misappropriated Federal Child Nutrition Program funds for vehicles and related expenditures totaling approximately \$227,000, including:

a. On or about February 23, 2021, KADIYE obtained a cashier's check in the amount of approximately \$40,711 to Boyer Trucks for the purchase of a 2020 Ford Transit cargo van;

b. On or about March 12, 2021, KADIYE obtained a cashier's check in the amount of approximately \$28,356 to Boyer Trucks for the purchase of a 2016 Isuzu NRR truck;

c. On or about June 21, 2021, KADIYE obtained a cashier's check in the amount of approximately \$53,531.61 to Luther Brookdale Toyota for the purchase of a 2020 Toyota Tundra pickup truck; and

d. On or about December 15, 2021, KADIYE obtained a check in the amount of approximately \$105,038.16 to BMW of Minnetonka for the purchase of a 2022 BMW Model X4 sports utility vehicle.

AWALE's Role in the Scheme to Defraud

78. In furtherance of the scheme to defraud, between in or about April 2020 and January 2022, AWALE falsely claimed that through his businesses—Karmel Coffee, Sambusa King, and Nawal Restaurant—he was a food vendor for more than 3.6 million meals to various Federal Child Nutrition Program sites in Minnesota under the sponsorship of both Feeding Our Future and Sponsor A. Among the largest recipients of purported food from AWALE were food distribution sites operated by KADIYE, ABDI, and Awad. As part of the fraud, these various sites—with AWALE as the supposed food vendor—collectively claimed reimbursement of approximately \$11.8 million in Federal Child Nutrition Program funds.

79. To further the scheme, AWALE fraudulently received millions in Federal Child Nutrition Program funds to which he was not entitled since, in reality, AWALE provided only a fraction of the food claimed by sites operated by KADIYE and ABDI, among others. For instance, AWALE's Karmel Coffee fraudulently received at least \$5.4 million in Federal Child Nutrition Program funds from Sponsor A between approximately November 2020 to May 2021, which included funds related to sites controlled by KADIYE. In addition, on or about May 27, 2021, AWALE's Sambusa King received a check from Sponsor A in the approximate amount of \$970,515 for purported food expenses incurred by AWALE in April 2021 for a site when, in fact, AWALE provided no food commensurate to that reimbursement payment.

80. Simultaneous to AWALE's fraudulent receipt of funds from Sponsor A, AWALE fraudulently received Federal Child Nutrition Program from Feeding Our

Future. More specifically, at various points in 2020 and 2021, AWALE received approximately \$757,822 from Feeding Our Future mostly for purported food provided to ABDI's Shafi'i Tutoring. Between approximately November 2020 and February 2022, AWALE also deposited approximately \$1,056,592 from ABDI's Shafi'i Tutoring. As the ostensible vendor for ABDI's Shafi'i Tutoring in 2020 and 2021, AWALE purported to serve at least 1.1 million meals for ABDI's location, when, in fact, AWALE incurred comparatively minimal food expenditures. On top of these large deposits, AWALE's Nawal Restaurant received approximately \$974,477 from Feeding Our Future between approximately May 2020 and June 2021, even though AWALE spent relatively little money toward food.

81. In furtherance of the scheme, AWALE also paid at least \$83,000 in kickbacks to a Feeding Our Future employee, Abdiikerm Eidleh, in exchange for his role in facilitating AWALE's fraudulent participation in the Federal Child Nutrition Program. Some of AWALE's kickbacks were disguised as supposed consulting or loan payments to Eidleh or to one of the shell companies that Eidleh created and used to conceal his kickback payments.

82. As an additional part of the scheme to defraud, AWALE used fraudulent Federal Child Nutrition Program funds he received—not to reimburse himself for his ostensible food expenses for purportedly serving 3.6 million meals—but rather, to benefit others, such as KADIYE. For instance, in 2021, AWALE distributed approximately \$1.38 million in Federal Child Nutrition Program funds from accounts he controlled to bank accounts controlled by KADIYE. Similarly, AWALE transferred

approximately \$3 million to accounts controlled by Awad for whom AWALE was an ostensible vendor when, in fact, AWALE supplied Awad's sites with no food.

83. AWALE misappropriated a substantial portion of Federal Child Nutrition Funds to benefit himself. For example, from approximately September 2020 to October 2021, AWALE submitted at least \$315,000 in Federal Child Nutrition Program funds to pay off his residential mortgage for 630 East 99th Street in Bloomington, Minnesota. In addition, in or about March 2022 and May 2022, AWALE transferred a total of approximately \$306,000 in Federal Child Nutrition Program funds from Sambusa King to AWALE's personal account. In addition, between March and July 2021, AWALE used Federal Child Nutrition Program funds in his Karmel Coffee account to pay himself \$135,000, and in approximately the first six months of 2021, AWALE paid himself another \$250,000 in Federal Child Nutrition Program from his Nawal Restaurant account. On top of these payments to himself, AWALE withdrew at least \$67,000 in cash from accounts he controlled replete with Federal Child Nutrition Program funds.

84. It was further part of the scheme that, rather than provide millions of meals to children, AWALE misappropriated Federal Child Nutrition Program funds toward real estate and vehicles, including:

a. On or about June 17, 2021 AWALE obtained a cashier's check in the amount of \$74,000 in the name of another person to purchase a Cascadia truck from Boyer Trucks;

b. On or about September 7, 2021, AWALE obtained a cashier's check in the approximate amount of \$78,500 to Knight Barry Title United LLC toward the purchase of 11619 Selkirk Avenue in Burnsville, Minnesota.

c. On or about December 29, 2021, AWALE obtained a cashier's check in the approximate amount of \$70,000 to PGP Title Company toward the purchase of a residential property at 6408 156th Street in Savage, Minnesota;

d. On or about March 31, 2022, AWALE obtained a check in the approximate amount of \$30,774 to purchase a 2020 Chevy Traverse sports utility vehicle from Chevy Lupient; and

e. On or about August 29, 2022, AWALE obtained a cashier's check in the approximate amount of \$75,000 to purchase a Freightliner Cascadia truck from Boyer Trucks.

ABDI's Role in the Scheme to Defraud

85. It was additionally part of the scheme to defraud that ABDI operated a site through her business, Shafi'i Tutoring, that fraudulently received more than \$3.4 million in Federal Child Nutrition Program funds under the sponsorship of Feeding Our Future. However, little of this money was used by ABDI to purchase food. ABDI's site purportedly served 1.1 million meals to needy children using AWALE as a supposed food vendor. In reality, ABDI's operations served only a small fraction of the meal amounts claimed.

86. To further the scheme, on or about April 4, 2020, Aimee Bock and ABDI completed a contract for Shafi'i Tutoring to participate in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future for a site located at 126 Blake

Road North, Suite 1, in Hopkins, Minnesota. Subsequently, in or about May 2020, ABDI was approved by MDE to operate a Federal Child Nutrition Program. ABDI's site was located in the same small commercial property as AWALE's Sambusa King.

87. As part of the scheme, the first payment from MDE for a claim from ABDI for her Shafi'i Tutoring site was approved on or about May 8, 2020, purportedly for meals provided in April 2020. Between approximately April 2020 to December 2021, ABDI claimed entitlement to more than \$3.4 million in Federal Child Nutrition Program funds. Based on these claims, Feeding Our Future paid approximately \$2,231,039 to ABDI, which represented more than 96 percent of the total deposits into ABDI's bank accounts.

88. In furtherance of the scheme, ABDI also paid at least \$17,000 in kickbacks to a Feeding Our Future employee, Abdiyerm Eidleh, in exchange for his role in facilitating ABDI's fraudulent participation in the Federal Child Nutrition Program. Some of ABDI's kickbacks were disguised as supposed "contract services" to one of the shell companies that Eidleh created and used to conceal his kickback payments.

89. In addition, ABDI diverted proceeds she received from Feeding Our Future to other participants in the scheme. For instance, ABDI paid one of her purported vendors, AWALE, when, in fact, AWALE had not supplied the actual amount of food for which ABDI paid AWALE, which included, among other payments, approximately \$189,000 to AWALE personally between in or about July 2020 and June 2022, and an additional approximately \$1.06 million to AWALE's Sambusa King between in or about November 2020 and February 2022.

90. It was further part of the scheme that ABDI misappropriated Federal Child Nutrition Program funds to benefit herself and others unrelated to expenses for feeding children. For instance, ABDI used fraud proceeds to pay at least \$202,000 to herself from her Shafi'i Tutoring accounts between approximately July 2020 and October 2022. In addition, rather than spend Federal Child Nutrition Program funds on feeding children, ABDI misappropriated such funds by, among other things, withdrawing at least \$127,140 in cash from her Shafi'i Tutoring accounts, spending thousands of dollars on personal credit card and loan payments, cable, utilities, clothing, and nail salons.

91. In total, in furtherance of their scheme to defraud, SALAD, NUR, ISSA, JAMA, KADIYE, AWALE, and ABDI, together with other scheme participants, caused MDE to pay at least \$50 million in reimbursements from the Federal Child Nutrition Program.

Counts 1-18
(Wire Fraud)

92. Paragraphs 1 through 91 are incorporated herein.

93. Beginning in or about April 2020, and continuing until in or about 2022, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, and others known and unknown to the Grand Jury, did knowingly devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts.

94. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants, as set forth below, for the purpose of

executing the scheme described above, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain writings, signs, signals, and sounds, each of which passed through servers located outside the State of Minnesota, including the following:

Count	Defendants	Date (on or about)	Wire Details
1	ABDULKADIR AWALE	February 2, 2021	An email from Feeding Our Future to ABDULKADIR AWALE containing meal count sheets for Nawal Restaurant
2	SHAMARKE ISSA and HAJI OSMAN SALAD	February 28, 2021	An email from SHAMARKE ISSA to HAJI OSMAN SALAD containing a spreadsheet of food produce prices and a meal count form
3	KHADRA ABDI	April 1, 2021	An email from KHADRA ABDI to Feeding Our Future containing meal count sheets
4	ABDULKADIR AWALE	April 3, 2021	An email from ABDULKADIR AWALE to Feeding Our Future containing meal count sheets for Nawal Restaurant
5	KAWSAR JAMA	April 29, 2021	An email from KAWSAR JAMA to Feeding Our Future containing meal count sheets
6	ABDULKADIR AWALE	May 3, 2021	An email from ABDULKADIR AWALE to Feeding Our Future containing meal count sheets for Nawal Restaurant
7	KAWSAR JAMA	May 26, 2021	An email from KAWSAR JAMA to Feeding Our Future containing meal count sheets for "Bilal Mosque"
8	KHADRA ABDI	June 1, 2021	An email from KHADRA ABDI to Feeding Our Future containing meal count sheets
9	SHAMARKE ISSA and FAHAD NUR	August 13, 2021	An email from FAHAD NUR to SHAMARKE ISSA containing an invoice for \$66,150

Count	Defendants	Date (on or about)	Wire Details
10	ABDIKADIR KADIYE	August 31, 2021	An email from Sponsor A to ABDIKADIR KADIYE containing claims summaries for the Hobyo Health Care Foundation site in Minneapolis for February and March 2021
11	ABDIKADIR KADIYE	August 31, 2021	An email from Sponsor A to ABDIKADIR KADIYE containing a claims summary for the Hobyo Health Care Foundation site in Eden Prairie for March 2021
12	HAJI OSMAN SALAD and FAHAD NUR	September 8, 2021	An email from HAJI OSMAN SALAD to FAHAD NUR concerning an invoice for \$327,250
13	KAWSAR JAMA	October 25, 2021	An email from KAWSAR JAMA to Sponsor A containing a roster of names for Pelican Rapids
14	HAJI OSMAN SALAD KAWSAR JAMA	November 5, 2021	An email from HAJI OSMAN SALAD to KAWSAR JAMA containing an invoice for \$293,300 for 70,000 meals and 70,000 snacks purportedly served at a Pelican Rapids site in October 2021
15	SHAMARKE ISSA	November 12, 2021	An email to SHAMARKE ISSA containing title documents for 3817 W 55 th Street in Edina, Minnesota
16	KAWSAR JAMA	November 18, 2021	An email from KAWSAR JAMA to Sponsor A containing a roster of names for Pelican Rapids
17	HAJI OSMAN SALAD	November 30, 2021	An email from HAJI OSMAN SALAD to Sponsor A containing an invoice for \$105,588 for 25,200 meals and 25,200 snacks purportedly served at a Pelican Rapids site in September 2021

Count	Defendants	Date (on or about)	Wire Details
18	ABDIKADIR KADIYE	November 30, 2021	An email from ABDIKADIR KADIYE to Sponsor A containing a roster of names for a site in Eden Prairie

All in violation of Title 18, United States Code, Section 1343.

Counts 19-24
(Federal Programs Bribery)

95. Paragraphs 1 through 91 and 93 through 94 are incorporated herein.

96. On or about the dates set forth below, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, corruptly gave, offered and agreed to give anything of value to any person with intent to influence and reward an agent of an organization, as set forth below, in connection with any business, transaction and series of transactions of each organization involving anything of value of \$5,000 or more, where such organization received benefits in excess of \$10,000 annual under federal programs involving grants, contracts, subsidies, loan guarantees, insurance and other forms of federal assistance in any one-year period, as follows:

Count	Defendant(s)	Date (on or about)	Payment
19	KHADRA ABDI	January 12, 2021	A check for \$5,333 from ABDI's Shafi'i Tutoring to Bridge Logistics LLC
20	KHADRA ABDI	January 20, 2021	A check for \$9,700 from ABDI's Shafi'i Tutoring to Hope Suppliers LLC
21	ABDULKADIR AWALE	January 20, 2021	A check for \$12,000 from AWALE's Karmel Coffee to Bridge Consulting

Count	Defendant(s)	Date (on or about)	Payment
22	ABDULKADIR AWALE	February 24, 2021	A check for \$27,000 from AWALE's Karmel Coffee to Eidleh Inc.
23	ABDULKADIR AWALE	March 23, 2021	A check for \$22,000 from AWALE's Sambusa King to Eidleh Inc.
24	ABDULKADIR AWALE	May 28, 2021	A check for \$22,050 from AWALE's Karmel Coffee to Eidleh Inc.

All in violation of Title 18, United States Code, Section 666.

Count 25

(Conspiracy to Commit Money Laundering)

97. Paragraphs 1 through 91 are incorporated herein.

98. From at least in or about September 2020 through in or about 2022, in the State and District of Minnesota, the defendants,

**HAJI OSMAN SALAD,
FAHAD NUR,
SHARMARKE ISSA,
FARHIYA MOHAMUD,
ABDIKADIR KADIYE, and
ABDULKADIR AWALE,**

conspired with others known and unknown to the Grand Jury to conduct and attempt to conduct financial transactions, namely, payments through checks and wire transfers, knowing that the property involved in such transactions represented the proceeds of some sort of unlawful activity and which, in fact, involved the proceeds of specific unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, and knowing those transactions were designed, in whole and in part, to conceal and disguise the nature, location, source, ownership, and control of

the proceeds of specific unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

Purpose and Object of the Conspiracy

99. The purpose and object of the conspiracy was to conceal, hide, and launder the proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

Manner and Means of the Conspiracy

100. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

a. The defendants created entities for use in hiding the source and ownership of proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds. Some of these entities purported to be meal vendors providing meals and food to the Federal Child Nutrition Program sites. In reality, these companies were shells designed to disguise the source and ownership of the proceeds of the fraud scheme.

b. The defendants also created shell companies in order to launder the proceeds of their fraud scheme.

c. After laundering the proceeds of their scheme, the defendants used their shell companies to purchase real estate, cars, and other personal items.

d. The defendants purchased some property together by pooling fraudulent proceeds from multiple shell companies' respective bank accounts.

101. As part of the conspiracy to launder fraud proceeds, on or about August 18, 2021, SALAD created US Halal Foods LLC. Although US Halal Foods LLC bore

the name of a business that appeared to be involved in food, in reality, US Halal Foods LLC was a shell company to obtain and launder fraud proceeds. In all, SALAD deposited approximately \$349,000 in Federal Child Nutrition Program funds into his US Halal Foods LLC bank account.

102. As further part of the conspiracy to launder fraud proceeds, KADIYE caused fraudulent proceeds to be deposited into accounts controlled by a pass-through, namely AWALE, whom KADIYE falsely purported to use as a vendor.

103. In addition, MOHAMUD and other conspirators used bank accounts for Dua Supplies to launder fraud proceeds. On or about February 19, 2020, MOHAMUD created Dua Supplies with the State of Minnesota, for which she was the CEO. Thereafter, MOHAMUD was the sole signatory for bank accounts for Dua Supplies. Between approximately December 2020 to December 2021, MOHAMUD deposited more than \$3.7 million in Federal Child Nutrition Program funds from accounts controlled by SALAD. In August and September 2021, MOHAMUD deposited approximately \$221,122 in fraudulent proceeds from NUR. The approximately \$4 million from SALAD and NUR accounted for most of the money that MOHAMUD deposited into Dua Supplies bank accounts.

104. Although payments from SALAD and NUR to MOHAMUD purported to be for “food supply” or “food services,” in reality, MOHAMUD’s Dua Supplies spent much of the approximately \$4 million in fraudulent proceeds from SALAD and NUR on personal expenditures, such as real estate. Among other things, MOHAMUD diverted approximately \$1.5 million in fraud proceeds towards various real estate purchases, and she spent approximately \$67,000 on vehicle and vehicle-related

expenses and another \$69,000 on travel-related expenditures. In addition, on or about October 26, 2021, MOHAMUD wrote a \$25,000 check to a Mercedes Benz dealership in Bloomington, Minnesota, for an “auto purchase.”

105. On or about September 16, 2020, MOHAMUD created Bubah Baraka Properties LLC with the State of Minnesota. The same day, MOHAMUD opened a bank account for Bubah Baraka Properties LLC for which she was the sole account signatory. Subsequently, together with ISSA, MOHAMUD used Bubah Baraka Properties LLC to receive and launder fraud proceeds to purchase additional properties. For instance, between approximately December 2020 and November 2021, MOHAMUD laundered approximately \$573,000 from the accounts for Dua Supplies to Bubah Baraka Properties LLC.

106. After laundering the proceeds of their scheme, the defendants used their shell companies to hide and disguise the source and ownership through the following types of transactions:

a. On or about February 23, 2021, Bubah Baraka Properties LLC entered into a purchase agreement to buy a commercial building at 1201 37th Avenue N, in Minneapolis, Minnesota, for \$550,000. MOHAMUD signed the purchase agreement on behalf of Bubah Baraka Properties LLC.

b. On or about February 24, 2021, ISSA transferred \$40,000 to Bubah Baraka Properties LLC, and on or about August 23, 2021, transferred \$26,000 to Midas Capital LLC from ISSA’s account for Wacan Restaurant, a site controlled by ISSA that between December 2020 and June 2021 received approximately \$313,000 in Federal Child Nutrition Program funds yet spent little money on food.

c. On or about March 10, 2021, ISSA's Bubah Baraka Properties LLC closed on the purchase of 1201 37th Avenue North, which was significantly funded by various conspirators involved in laundering Federal Child Nutrition Program funds.

d. On or about August 19, 2021, one of ISSA's co-schemers registered ANS Projects LLC with State of Minnesota. As of at least September 18, 2021, ISSA was the 50 percent owner of ANS Projects LLC, and its Secretary and Treasurer. On or about October 15, 2021, ISSA opened a bank account in the name ANS Projects LLC on which ISSA was one of two signatories. Through ANS Projects LLC, ISSA purchased real estate using misappropriated Federal Child Nutrition Program funds.

e. NUR used one of his employees at The Produce to funnel proceeds to ISSA and other co-schemers. More specifically, on or about October 14, 2021, after NUR temporarily gave an employee thousands of dollars for the employee to hold temporarily, NUR then instructed that employee to pay \$80,000 of those funds to ISSA. However, rather than make the payment directly in ISSA's name, ISSA instead directed NUR's employee to obtain a cashier's check payable to ANS Projects LLC. NUR's employee then delivered a \$80,000 check to ISSA payable to ANS Projects LLC on or about October 14, 2021.

f. On or about October 29, 2021, ISSA and a co-schemer purchased through their entity, ANS Projects LLC, a rental property located at 2529 12th Avenue South in Minneapolis, Minnesota, for \$390,000 using funds they obtained

from entities involved in the scheme to fraudulently obtain, launder, and misappropriate Federal Child Nutrition Program funds.

g. On or about November 2, 2021, ISSA signed a purchase agreement to buy a single-family house located at 3817 West 55th Street, Edina, Minnesota, for \$785,000.

h. On or about November 12, 2021, an entity named Connect Properties LLC was registered with the State of Minnesota with MOHAMUD as the organizer. The registered office address for Connect Properties LLC was listed address as 3817 West 55th Street, in Edina, Minnesota, which is the single-family house for which ISSA entered into a purchase agreement on or about November 2, 2021.

i. On or about November 12, 2021, the real estate agent representing ISSA emailed a title company and asked that the agreement to purchase 3817 West 55th Street, in Edina, Minnesota, be changed from ISSA to Connect Properties LLC, which was created with the State of Minnesota that same day.

j. On or about November 18, 2021, ISSA purchased the single-family house at 3817 West 55th Street, in Edina, Minnesota, for \$785,000 with Connect Properties LLC listed as the purchaser. MOHAMUD signed the purchase agreement on behalf of Connect Properties LLC, although the house was thereafter used as a residence for ISSA.

k. ISSA, MOHAMUD, and NUR pooled separate payments to purchase the single-family house at 3817 West 55th Street, in Edina, Minnesota, for ISSA from entities involved in the scheme to fraudulently obtain, launder, and

misappropriate Federal Child Nutrition Program funds. Specifically, the \$785,000 purchase price for ISSA's house was funded through a pooling of separate payments from ISSA, MOHAMUD, and NUR, as follows: a \$300,000 wire transfer on or about November 16, 2021, to a title company from ISSA's shell company, Bubah Baraka Properties LLC; a \$184,308 wire transfer on or about November 18, 2021, from MOHAMUD's shell company, Dua Supplies; and a \$300,000 wire transfer on or about November 16, 2021, to a title company from NUR's entity, The Produce.

All in violation of Title 18, United States Code, Section 1956(h).

Counts 26-69
(Money Laundering)

107. Paragraphs 1 through 91, 93, 94, and paragraphs 98 through 106 are incorporated herein.

108. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants as set forth below, knowingly engaged and attempted to engage in monetary transactions by, through, or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, as described below, such property having been derived from specified unlawful activities, namely, wire fraud, in violation of Title 18, United States Code, Section 1343:

Count	Defendant(s)	Date (on or about)	Transaction
26	SHARMARKE ISSA and FARHIYA MOHAMUD	January 27, 2021	Deposit of a cashier's check in the amount of approximately \$120,000 from a Bubah Baraka Properties LLC account to Regis Title for the purchase of a residential property located at 3132 37th Ave S, Minneapolis, MN 55406
27	HAJI OSMAN SALAD	February 8, 2021	Deposit of a check in the amount of approximately \$69,598 from an account controlled by defendant HAJI OSMAN SALAD to Luther Brookdale Chrysler Dodge, for the purchase of a 2021 Dodge Ram 1500 pickup truck for Awad
28	SHARMARKE ISSA	February 18, 2021	Deposit of a cashier's check in the amount of approximately \$137,900 from an account controlled by SHARMARKE ISSA to GCS Title for the purchase of a property located at 7419 York Terracc, Edina, Minnesota
29	ABDIKADIR KADIYE	February 23, 2021	Deposit of a cashier's check in the amount of approximately \$40,711 to Boyer Trucks from KADIYE's Hobyo Healthcare Foundation for the purchase of a 2020 Ford Transit cargo van
30	SHARMARKE ISSA and FARHIYA MOHAMUD	March 9, 2021	Wire transfer in the amount of approximately \$345,000 from a Bubah Baraka Properties LLC account to Bankers Title for the purchase of a commercial property located at 1201 37th Ave N, Minneapolis, Minnesota

Count	Defendant(s)	Date (on or about)	Transaction
31	HAJI OSMAN SALAD	March 19, 2021	Deposit of a cashier's check in the amount of approximately \$259,008.38 from an account controlled by HAJI OSMAN SALAD to North Title Inc, toward the purchase of a residential property located at 10671 Jefferson St NE, Blaine, Minnesota
32	ABDIKADIR KADIYE	March 29, 2021	Deposit of a cashier's check in the amount of approximately \$28,356 from KADIYE's Hobyo Healthcare Foundation to Boyer Trucks for the purchase of a 2016 Isuzu NRR truck
33	KAWSAR JAMA	March 29, 2021	Deposit of a check in the amount of approximately \$60,000 from a Gedo Community Services account controlled by KAWSAR JAMA to First American Title toward the purchase of a residential property at 4809 Four Seasons Drive in Eagan, Minnesota
34	HAJI OSMAN SALAD	April 5, 2021	Deposit of a cashier's check in the amount of approximately \$282,152.95 from an account controlled by HAJI OSMAN SALAD to North Title for the purchase of a residence at 10040 Kumquat St NW, in Coon Rapids, Minnesota

Count	Defendant(s)	Date (on or about)	Transaction
35	HAJI OSMAN SALAD	April 14, 2021	Deposit of a cashier's check in the amount of approximately \$459,104.01 from an account controlled by HAJI OSMAN SALAD to North Title for the purchase of a commercial property at 137 E Franklin Avenue, Minneapolis, Minnesota
36	KAWSAR JAMA	April 23, 2021	Deposit of a check in the amount of approximately \$61,249.12 from a Gedo Community Services account controlled by KAWSAR JAMA to First American Title toward the purchase of a residential property at 4809 Four Seasons Drive in Eagan, Minnesota
37	ABDIKADIR KADIYE	April 28, 2021	Wire transfer in the amount of approximately \$108,258 from KADIYE to Title Choice LLC toward the purchase of a residential property at 2930 Blaisdell Avenue #227 in Minneapolis, Minnesota
38	KAWSAR JAMA	May 5, 2021	Deposit of a cashier's check in the amount of approximately \$57,500 from JAMA's Gedo Community Services to Fury Motors for the purchase of a 2016 Tesla Model X sedan
39	HAJI OSMAN SALAD	May 17, 2021	Wire transfer in the amount of approximately \$437,069.00 from an account controlled by HAJI OSMAN SALAD to North Title toward the purchase of a 37-acre lot located in Lakeville, Minnesota

Count	Defendant(s)	Date (on or about)	Transaction
40	FARHIYA MOHAMUD	May 24, 2021	Deposit of a check in the amount of approximately \$70,000.00 from a Dua Supplies account controlled by FARHIYA MOHAMUD toward the purchase of a residential property at 6828 Alverno Court, Inver Grove Heights, Minnesota
41	HAJI OSMAN SALAD	June 3, 2021	Wire transfer in the amount of approximately \$469,530.00 from an account controlled by HAJI OSMAN SALAD to Bankers Title toward the purchase of a commercial property located at 2500 Minnehaha Ave S, Ste 300, in Minneapolis, Minnesota
42	FARHIYA MOHAMUD	June 3, 2021	Wire transfer in the amount of approximately \$679,320.00 from a Dua Supplies account controlled by FARHIYA MOHAMUD to Bankers Title for the purchase of a commercial property located at 2500 Minnehaha Ave S, Ste 300, Minneapolis, Minnesota
43	ABDIKADIR KADIYE	June 14, 2021	Deposit of a check in the amount of approximately \$362,848.12 from KADIYE to Titlesmart Inc. for the purchase of a commercial property at 4301 4 th Avenue South in Minneapolis, Minnesota
44	ABDULKADIR AWALE	June 17, 2021	Deposit of a cashier's check in the amount of approximately \$74,000 from AWALE's Sambusa King Inc. to Boyer Truck Sales for the purchase a Freightliner Cascadia truck

Count	Defendant(s)	Date (on or about)	Transaction
45	ABDIKADIR KADIYE	June 21, 2021	Deposit of a cashier's check in the amount of approximately \$53,531.61 from KADIYE to Luther Brookdale Toyota for the purchase of a 2020 Toyota Tundra pickup truck
46	FARHIYA MOHAMUD	July 7, 2021	Wire transfer in the amount of approximately \$301,699.44 from a Dua Supplies account controlled by FARHIYA MOHAMUD to Bankers Title for the purchase of a commercial property located at 2500 Minnehaha Ave S, Ste 300, Minneapolis, Minnesota
47	FAHAD NUR	July 14, 2021	Deposit of a cashier's check in the amount of approximately \$50,000 from an account controlled by FAHAD NUR to First American Title for the purchase of a property located at 12805 Swallow St NW, Coon Rapids, Minnesota
48	KAWSAR JAMA	August 23, 2021	Deposit of a cashier's check in the amount of approximately \$20,255 from KAWSAR JAMA to Dakota Motor for the purchase of a 2012 Infiniti QX56 sports utility vehicle
49	ABDULKADIR AWALE	September 7, 2021	Deposit of a cashier's check in the amount of approximately \$78,500 from AWALE to Knight Barry Title United LLC toward the purchase of 11619 Selkirk Avenue in Burnsville, Minnesota

Count	Defendant(s)	Date (on or about)	Transaction
50	HAJI OSMAN SALAD	September 9, 2021	Deposit of a check in the amount of approximately \$30,000 from an account controlled by HAJI OSMAN SALAD to Land Rover Minneapolis toward the purchase of a 2019 Land Rover for A.S.O.
51	FAHAD NUR	October 12, 2021	Deposit of a check in the amount of approximately \$41,708.49 from an account controlled by FAHAD NUR to Freeway Ford for the purchase of a 2015 Ford F-150
52	SHARMARKE ISSA	October 15, 2021	Deposit of a check in the amount of approximately \$80,000 to an account controlled, in part, by SHARMARKE ISSA
53	SHARMARKE ISSA and FARHIYA MOHAMUD	October 18, 2021	Deposit of a check in the amount of approximately \$108,000 from a Buhah Baraka Properties LLC account to First American Title for the purchase of a residential property located at 2980 Blaisdell Avenue, #104, Minneapolis, Minnesota, for S.M. Issa
54	FARHIYA MOHAMUD	October 26, 2021	Deposit of a check in the amount of approximately \$25,000 from an account controlled by FARHIYA MOHAMUD to Feldmann Imports, a Mercedes Benz dealership

Count	Defendant(s)	Date (on or about)	Transaction
55	HAJI OSMAN SALAD	October 28, 2021	Deposit of a cashier's check in the amount of approximately \$220,583.33 from an account controlled by HAJI OSMAN SALAD to Hennepin County Sheriff for the purchase of a property at 4001 5th Ave South in Minneapolis, Minnesota
56	SHARMARKE ISSA and FARHIYA MOHAMUD	November 16, 2021	Wire transfer in the amount of approximately \$300,000 from a Bubah Baraka Properties LLC account to Bankers Title for the purchase of a single-family home located at 3817 West 55th Street, Edina, Minnesota
57	FAHAD NUR	November 16, 2021	Wire transfer in the amount of approximately \$300,000 from an account controlled by FAHAD NUR to Bankers Title for the purchase of a single-family home located at 3817 West 55th Street, Edina, Minnesota
58	FARHIYA MOHAMUD	November 16, 2021	Wire transfer in the amount of approximately \$184,308 from a Dua Supplies account controlled by FARHIYA MOHAMUD to Bankers Title for the purchase of a single-family home located at 3817 West 55th Street, Edina, Minnesota

Count	Defendant(s)	Date (on or about)	Transaction
59	ABDIKADIR KADIYE	November 23, 2021	Wire transfer in the amount of approximately \$209,593.20 from an account controlled by KADIYE to Partners Title LLC toward the purchase of a commercial property at 3246 Nicollet Avenue in Minneapolis, Minnesota
60	HAJI OSMAN SALAD	November 29, 2021	Deposit of a check in the amount of approximately \$57,000 from an account controlled by HAJI OSMAN SALAD to Sears Imported Auto Inc for the purchase of a 2022 Mercedes GLE Coupe
61	ABDIKADIR KADIYE	December 15, 2021	Deposit of a check in the amount of approximately \$105,038.16 from KADIYE to BMW of Minnetonka for the purchase of a 2022 BMW Model X4 sports utility vehicle
62	ABDIKADIR KADIYE	December 20, 2021	Wire transfer in the amount of approximately \$20,000 to Guaranty Commercial Title, Inc., from an account controlled by KADIYE as a deposit toward the purchase of a laundromat at 2838 1st Avenue South, in Minneapolis, Minnesota
63	ABDULKADIR AWALE	December 29, 2021	Deposit of a cashier's check in the amount of approximately \$70,000 from AWALE to PGP Title Company toward the purchase of 6408 156 th Street, Savage MN
64	ABDIKADIR KADIYE	January 12, 2022	Deposit of check in the amount of approximately \$100,231 from NUR's The

Count	Defendant(s)	Date (on or about)	Transaction
			Produce LLC to an account controlled by KADIYE
65	FARHIYA MOHAMUD	January 21, 2022	Deposit of a cashier's check in the amount of approximately \$201,000.00 from a Dua Supplies account controlled by FARHIYA MOHAMUD toward the purchase of a commercial property at 2520 Larpenteur Ave W, Lauderdale, Minnesota
66	ABDULKADIR AWALE	March 31, 2022	Deposit of a check in the amount of approximately \$30,774 from AWALE to Chevy Lupient for the purchase a 2020 Chevy Traverse sports utility vehicle
67	ABDIKADIR KADIYE	May 24, 2022	Deposit of check in the amount of approximately \$593,961.52 from Arden Title to an account controlled by KADIYE for proceeds of the sale by KADIYE of the commercial property located at 3246 Nicollet Avenue in Minneapolis, Minnesota
68	ABDULKADIR AWALE	August 30, 2022	Deposit of a cashier's check in the amount of approximately \$75,000 from AWALE to Boyer Trucks for the purchase a Freightliner Cascadia truck
69	ABDIKADIR KADIYE	December 9, 2022	Deposit of check in the amount of approximately \$316,711.60 from Burnet Title to an account controlled by KADIYE for proceeds of the sale by KADIYE of the commercial property located at 4301 4th

Count	Defendant(s)	Date (on or about)	Transaction
			Avenue South in Minneapolis, Minnesota

All in violation of Title 18, United States Code, Section 1957.

FORFEITURE ALLEGATIONS

109. Counts 1 through 69 of this Indictment are incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) in conjunction with Title 28, United States Code, Section 2461(c), and pursuant to Title 18, United States Code, Section 982(a)(1).

110. If convicted of any of Counts 1 through 24 of this Indictment, the defendants shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Counts 1-24 of the Indictment.

111. If convicted of any of Counts 25 through 69 of this Indictment, the defendants shall also forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in a transaction or attempted transaction in violation of Title 18, United States Code, Sections 1956 and 1957, and any property traceable to such property.

112. The property subject to forfeiture includes, but is not limited to:

- a. \$224,835.23 seized from Bell Bank account No. 6521127305, held in the name of US Halal Foods LLC;
- b. \$1,197,946.40 seized from Huntington National Bank account No. 1438393443, held in the name of Haji's Kitchen LLC;

- c. \$11,832.90 seized from Huntington National Bank account No. 2436665868, held in the name of HAJI OSMAN SALAD;
- d. \$1,823,896.90 seized from JPMorgan Chase Bank account No. 672371900, held in the name of Haji's Kitchen LLC;
- e. \$146,693.56 seized from JPMorgan Chase Bank account No. 720708376, held in the name of HAJI O. SALAD;
- f. \$13,168.50 seized from Bremer Bank account No. 289483233, held in the name of Haji's Kitchen, LLC;
- g. \$8,775.00 seized from Bremer Bank account No. 222483487, held in the name of Haji Osman Salad;
- h. \$40,528.41 seized from Vision Bank account No. 2015707, held in the name of Haji's Kitchen, LLC;
- i. \$ 39,223.48 seized from Vision Bank account No. 2015719, held in the name of HAJI SALAD;
- j. \$ 42,824.91 seized from Trustone account No. 934565-0001, held in the name of Haji's Kitchen, LLC;
- k. Foris Inc., dba Crypto.com account the name of Haji Salad, associated with User ID 36848558, with digital currency holdings valued at \$57,557.47, and Fiat Currency holdings valued at \$78.54, at the time of seizure in May 2022;
- l. 2022 Mercedes Benz GLE Coupe, VTN: JGFD6BB5NA5891072019;
- m. 2021 Dodge Ram 1500, VIN: 1C6SRFHT8MN602449;
- n. 2015 Ford F-150, VIN: 1FTEW1EF8FFC38045;

- o. Real Property located at 10040 Kumquat St. NW, Coon Rapids, Minnesota;
- p. Real Property located at 137 E. Franklin Ave., Minneapolis, Minnesota;
- q. Real Property located at 3132 37th Ave. S, Minneapolis, Minnesota;
- r. Real property located at 7419 York Terrace, Edina, Minnesota;
- s. Real property located at 1201 37th Ave. N, Minneapolis, Minnesota;
- t. Real property identified as a 37.4-acre land, Parcel Identification (PIN) No. 220121053010, Lakeville, Minnesota;
- u. Real property located at 12805 Swallow St. NW, Coon Rapids, including FAHAD NUR's interest in a Contract for Deed for the purchase of this property;
- v. Real property located at 2500 Minnehaha Ave S, Ste 300, Minneapolis, Minnesota, including MI Properties LLC's interest, and its owners' and members' interest, in a Contract for Deed for the purchase of this property;
- w. Real property located at 1514 Oakbrooke Ln., Eagan, Minnesota, including 4 A's Properties, LLC's interest, and its owners' and members' interest, in a Contract for Deed for the purchase of this property;
- x. Real property located at 2930 Blaisdell Ave., Unit No. 104, Minneapolis, Minnesota;
- y. Real property located at 2529 12th Ave. S, Minneapolis, Minnesota;
- z. Real property located at 3817 W 55th St., Edina, Minnesota;
- aa. Real property located at 2520 Larpenteur Ave. W., Lauderdale Minnesota, including S&A Projects LLC and SHARMARKE ISSA's interest in a Contract for Deed for the purchase of this property;

bb. \$28,003.00 U.S. currency seized from various locations within the residence at 9006 12th Ave S, Bloomington, Minnesota, including \$1,933.00 found in a safe;

cc. Real property located at 2930 Blaisdell Avenue, #227, Minneapolis, Minnesota;

dd. Real property located at 630 East 99th Street, Bloomington, Minnesota; and

ee. Real property located at 4809 Four Seasons Drive, Eagan, Minnesota.

113. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 18, United States Code, Section 982(b)(1), and Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON